

1 BARBARA J. PARKER (Bar No. 69722)
bparker@oaklandcityattorney.org

2 MARIA BEE (Bar No. 167716)
mbee@oaklandcityattorney.org

3 **OAKLAND CITY ATTORNEY**
One Frank Ogawa Plaza, 6th Floor
4 Oakland, CA 94612

5 Telephone: (510) 238-3601

Facsimile: (510) 238-6500

6 JAMES W. QUINN (*pro hac vice*)
jquinn@bafirm.com

7 MICHAEL M. FAY (*pro hac vice*)
mfay@bafirm.com

8 **BERG & ANDROPHY**
120 West 45th Street, 38th Floor
9 New York, NY 10036

10 Telephone: (646) 766-0073

11 Facsimile: (646) 219-1977

12 CLIFFORD H. PEARSON (Bar No. 108523)
cpearson@pswlaw.com

13 MICHAEL H. PEARSON (Bar No. 277857)
mpearson@pswlaw.com

14 **PEARSON, SIMON & WARSHAW, LLP**
15165 Ventura Boulevard, Suite 400
15 Sherman Oaks, CA 91403

16 Telephone: (818) 788-8300

Facsimile: (818) 788-8104

17 *Attorneys for Plaintiff CITY OF OAKLAND*

18 [Additional Counsel Listed on Signature Page]

19 **UNITED STATES DISTRICT COURT**

20 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

21
22 CITY OF OAKLAND,

23 Plaintiff,

24 v.

25 THE OAKLAND RAIDERS, A
CALIFORNIA LIMITED PARTNERSHIP;
26 ARIZONA CARDINALS FOOTBALL CLUB
LLC; ATLANTA FALCONS FOOTBALL
27 CLUB, LLC; BALTIMORE RAVENS
LIMITED PARTNERSHIP; BUFFALO
28 BILLS, LLC; PANTHERS FOOTBALL, LLC;

KENNETH G. HAUSMAN (Bar No. 57252)
kenneth.hausman@arnoldporter.com

DANIEL B. ASIMOW (Bar No. 165661)
daniel.asimow@arnoldporter.com

ARNOLD & PORTER KAYE SCHOLER LLP
Three Embarcadero Center, 10th Floor
San Francisco, CA 94111

Telephone: (415) 471-3100

Facsimile: (415) 471-3400

*Attorneys for Defendant THE OAKLAND
RAIDERS, a California limited partnership*

JOHN E. HALL (Bar No. 118877)

jhall@cov.com

BENJAMIN J. RAZI (*pro hac vice*)
brazi@cov.com

COVINGTON & BURLING LLP

One City Center
850 Tenth Street, NW
Washington, DC 20001

Telephone: (202) 662-6000

Facsimile: (202) 662-6291

*Attorneys for Defendants THE NATIONAL
FOOTBALL LEAGUE and all NFL Clubs other than
The Oakland Raiders*

CASE NO. 3:18-cv-07444-JCS

**[PROPOSED] STIPULATED
PROTECTIVE ORDER REGARDING
THE DISCLOSURE AND USE OF
DISCOVERY MATERIALS**

1 THE CHICAGO BEARS FOOTBALL CLUB,
INC.; CINCINNATI BENGALS, INC.;
2 CLEVELAND BROWNS FOOTBALL
COMPANY LLC; DALLAS COWBOYS
3 FOOTBALL CLUB, LTD.; PDB SPORTS,
LTD.; THE DETROIT LIONS, INC.; GREEN
4 BAY PACKERS, INC.; HOUSTON NFL
HOLDINGS, LP; INDIANAPOLIS COLTS,
5 INC.; JACKSONVILLE JAGUARS, LLC;
KANSAS CITY CHIEFS FOOTBALL CLUB,
6 INC.; CHARGERS FOOTBALL COMPANY,
LLC; THE RAMS FOOTBALL COMPANY,
7 LLC; MIAMI DOLPHINS, LTD.;
MINNESOTA VIKINGS FOOTBALL, LLC;
8 NEW ENGLAND PATRIOTS LLC; NEW
ORLEANS LOUISIANA SAINTS, LLC;
9 NEW YORK FOOTBALL GIANTS, INC.;
NEW YORK JETS LLC; PHILADELPHIA
10 EAGLES, LLC; PITTSBURGH STEELERS
LLC; FORTY NINERS FOOTBALL
11 COMPANY LLC; FOOTBALL
NORTHWEST LLC; BUCCANEERS TEAM
12 LLC; TENNESSEE FOOTBALL, INC;
PRO-FOOTBALL, INC.; and THE
13 NATIONAL FOOTBALL LEAGUE,

14 Defendants.

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1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a Party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), as well as any other confidential, proprietary, and/or commercially sensitive information that qualifies for protection under the principles provided by the Ninth Circuit. Confidential Information may fall within one or more of the following categories, but is not limited to: (a) information prohibited from disclosure by statute or contractual agreement; (b) information that reveals trade secrets; (c) research, technical, commercial or financial information that the party has maintained as confidential; (d) medical information concerning any individual; (e) personal identity information; (f) income tax returns (including attached schedules and forms), W-2 forms and 1099 forms; (g) personnel or employment records of a person who is not a party to the case; or (h) non-public material which contains or discloses information relating to, referencing, or pertaining to proprietary or commercially sensitive information that, if disclosed, could do harm to the Designating Party's business advantage. Any copies or reproductions, excerpts, or other documents or media that

1 contain Confidential Information as defined above shall also be treated as Confidential Information
2 pursuant to this Stipulated Protective Order.

3 2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as
4 well as their support staff).

5 2.4 Designating Party: a Party or Non-Party that designates information or items that it
6 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
7 CONFIDENTIAL.”

8 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium
9 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
10 transcripts, and tangible things), that are produced or generated in disclosures or responses to
11 discovery in this matter.

12 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
13 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
14 consultant in this action.

15 2.7 Highly Confidential Information: information or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c) and which a Producing Party or Non-Party
17 believes to be so highly sensitive that: (i) it is the subject of reasonable efforts to maintain its secrecy;
18 (ii) it is sufficiently valuable and secret to afford a potential or actual advantage over others; (iii) its
19 disclosure to existing or potential competitors or customers would cause irreparable injury to the
20 business, commercial, competitive, or financial interests of the producing party or non-party; and (iv)
21 it is designated as “HIGHLY CONFIDENTIAL” for purposes of this litigation. By way of example
22 only, Highly Confidential Information may include, but is not limited to: (a) current or future
23 business strategies and other strategic planning information; (b) projections or plans regarding
24 performance, budgets, production, output, sales, marketing or distribution practices; (c) research and
25 development information; (d) manufacturing know-how or technology; (e) board of directors
26 materials and presentations; (f) customer lists or information; (g) negotiation strategies; (h)
27 proprietary software, systems, or processes; (i) margin, cost, and pricing information; or (j)
28 intellectual property. If required by applicable privacy laws, Highly Confidential Information may

1 also include personnel files that are designated as such for purposes of this litigation. Any copies or
 2 reproductions, excerpts, or other documents or media that contain Highly Confidential Information as
 3 defined above shall also be treated as Highly Confidential Information pursuant to this Stipulated
 4 Protective Order.

5 2.8 In-House Counsel: attorneys who are employees of a Party. In-House Counsel does
 6 not include Outside Counsel of Record or any other outside counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
 8 entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a Party, but are
 10 retained to represent or advise a Party and have appeared in this action on behalf of that party or are
 11 affiliated with a law firm which has appeared on behalf of that party.

12 2.11 Party: any party to this action, including all of its officers, directors, employees,
 13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
 15 Material in this action.

16 2.13 Professional Vendors: persons or entities that provide litigation support services (*e.g.*,
 17 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
 18 storing, or retrieving data in any form or medium) and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
 20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” as well as any information copied or
 21 extracted therefrom, and any copies or excerpts thereof.

22 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
 23 Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected Material (as
 26 defined above), but also (1) any information copied or extracted from Protected Material; and (2) all
 27 copies or excerpts of Protected Material. However, the protections conferred by this Stipulation and
 28 Order do not cover the following information: (a) any information that is in the public domain at the

time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; or (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Nothing in this Order shall prevent or prejudice a Designating Party from using or disclosing Protected Material it has designated as such for any purpose, and such private disclosure shall not waive the protections of this Order. Except on privilege grounds not addressed by this Order, no party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an order providing such special protection. The Parties will work in good faith and take care not to disclose Protected Material in open Court or associated publicly-filed briefing. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the Confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of: (1) dismissal of all claims and defenses in this action, with or without prejudice; or (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify—so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
2 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily
3 encumber or retard the case development process or to impose unnecessary expenses and burdens on
4 other Parties) expose the Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it designated for
6 protection do not qualify for protection, that Designating Party must promptly notify all other Parties
7 that it is withdrawing the mistaken designation.

8 A Party may increase the designation (*i.e.*, change any material produced without a
9 designation to a designation of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" or designate
10 any material produced as "CONFIDENTIAL" to a designation of "HIGHLY CONFIDENTIAL") of
11 any document that contains that Party's own Confidential Information. Increasing a designation shall
12 be accomplished by providing written notice to all parties identifying (by bates number or other
13 individually identifiable information) the material whose designation is so increased. Promptly after
14 providing such notice, the upward Designating Party shall provide re-labeled copies of the materials
15 to each Receiving Party reflecting the change in designation. The Receiving Party will replace the
16 incorrectly designated material with the newly designated materials and will destroy the incorrectly
17 designated materials. Any Party may object to the increased designation pursuant to the procedures
18 set forth in Paragraph 6 of this Stipulated Protective Order regarding challenging designations. The
19 upward Designating Party shall bear the burden of establishing the basis for the increased designation
20 and provide it to the Receiving Party at the time of the modification in writing. Notwithstanding the
21 foregoing, if a Receiving Party has previously disclosed the upward designated material to a person
22 entitled to receive the material under its initial designation, that person shall not be obligated to return
23 that upward designated material.

24 The designation of any material as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL"
25 pursuant to this Stipulated Protective Order shall constitute the verification of the Designating Party
26 that it, in good faith, believes that the material constitutes Confidential Information or Highly
27 Confidential Information as defined above.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (*see*,

1 *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
2 Discovery Material that qualifies for protection under this Order must be clearly so designated before
3 the material is disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (*e.g.*, paper or electronic documents, including
6 “electronically stored information,” as that phrase is used in Federal Rule of Civil Procedure 34, but
7 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
8 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” to each page that contains
9 protected material in a manner that will not interfere with the legibility of the document. If only a
10 portion or portions of the material on a page qualifies for protection, the Producing Party also must
11 clearly identify the protected portion(s) (*e.g.*, by making appropriate markings in the margins or using
12 a redaction tool to outline it). The Parties agree to follow the procedures set forth in the Northern
13 District of California Local Rules and Judge Spero’s standing order for any Protected Material that a
14 Party or Non-Party files on the public docket.

15 A Party or Non-Party that makes original documents or materials available for inspection
16 need not designate them for protection until after the inspecting Party has indicated which material it
17 would like copied and produced. During the inspection and before the designation, all of the material
18 made available for inspection shall be deemed “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and
20 produced, the Producing Party must determine which documents, or portions thereof, qualify for
21 protection under this Order. Then, before producing the specified documents, the Producing Party
22 must affix the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” legend to each page that
23 contains Protected Material. If only a portion or portions of the material on a page qualifies for
24 protection, the Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making
25 appropriate markings in the margins).

26 Where electronic files and documents are produced in native electronic format, such
27 electronic files and documents shall be designated for protection under this Order by appending to the
28 file names or designators, information indicating whether the file contains “CONFIDENTIAL” or

1 “HIGHLY CONFIDENTIAL” material, or shall use any other reasonable method for so designating
 2 Protected Materials produced in electronic format. When electronic files are printed for use at
 3 deposition, in a court proceeding, or for provision in printed form to an Expert, the Party printing the
 4 electronic files or documents shall affix a legend to the printed document corresponding to the
 5 designation of the Designating Party and including the production number and designation associated
 6 with the native file.

7 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
 8 Designating Party shall either (1) identify all protected testimony on the record, before the close of
 9 the deposition, hearing, or other proceeding, or (2) serve a Notice of Designation on the Receiving
 10 Party and the court reporter for the deposition in question as to the specific pages of the transcript to
 11 be designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” within thirty (30) days of
 12 receiving the transcript. All deposition testimony taken in this case shall be presumptively treated as
 13 Protected Material for a period of thirty (30) days after the transcript is delivered to the deposed party.

14 (c) for information produced in some form other than documentary and for any other
 15 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
 16 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
 17 CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the
 18 Producing Party, to the extent practicable, shall identify the protected portion(s).

19 In the event the deposition is videotaped, and is designated Protected Material according
 20 to the procedure set forth in Sections 5.1 and 5.2(b), the original and all copies of the videotape shall
 21 be marked by the video technician to indicate that the contents of the videotape are subject to this
 22 Stipulated Protective Order, substantially along the lines of “This videotape contains confidential
 23 testimony used in this case and is not to be viewed or the contents thereof to be displayed or revealed
 24 except pursuant to the terms of the operative Protective Order in this matter or pursuant to written
 25 stipulation of the parties.”

26 (d) Counsel for any Producing Party or Designating Party shall have the right to exclude
 27 from oral depositions, other than a Party, a Party’s Counsel, the deponent, deponent’s counsel, the
 28 reporter and videographer (if any), any person who is not authorized by this Stipulated Protective

Order to receive or access Protected Material based on the designation of such Protected Material. To the extent Highly Confidential information is involved, Counsel for any Producing Party or Designating Party shall have the right to exclude any non-lawyer Party (in-house counsel for any Defendant or any attorney from the Oakland City Attorney's Office would be permitted to attend). Such right of exclusion shall be applicable only during periods of examination or testimony regarding such Protected Material.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Stipulated Protective Order. The Parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the

1 chosen designation. The Designating Party must respond to the challenge within fourteen (14)
 2 business days of the meet and confer. A Challenging Party may proceed to the next stage of the
 3 challenge process only if it has engaged in this meet and confer process first or establishes that the
 4 Designating Party is unwilling to participate in the meet and confer process in a timely manner.

5 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
 6 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
 7 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
 8 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
 9 will not resolve their dispute, whichever is later (unless otherwise agreed to by the Parties). Each
 10 such motion must be accompanied by a competent declaration affirming that the movant has
 11 complied with the meet and confer requirements imposed in the preceding paragraph. Failure by the
 12 Designating Party to make such a motion including the required declaration within the required or
 13 otherwise agreed to time period shall automatically waive the confidentiality designation for each
 14 challenged designation. In addition, the Challenging Party may file a motion challenging a
 15 confidentiality designation at any time if there is good cause for doing so, including a challenge to the
 16 designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this
 17 provision must be accompanied by a competent declaration affirming that the movant has complied
 18 with the meet and confer requirements imposed by the preceding paragraph.

19 The burden of persuasion in any such challenge proceeding shall be on the Designating Party.
 20 Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary
 21 expenses and burdens on other Parties) may expose the Challenging Party to sanctions. Unless the
 22 Designating Party has waived the confidentiality designation by failing to file a motion to retain
 23 confidentiality as described above, all Parties shall continue to afford the material in question the
 24 level of protection to which it is entitled under the Producing Party's designation until the court rules
 25 on the challenge. As such, any motion challenging a confidentiality designation must not publicly
 26 file the Protected Material.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL

28 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or

1 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 2 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the
 3 categories of persons and under the conditions described in this Order, including but not limited to
 4 Section 7.2 below regarding the disclosure of Protected Material marked as “Highly Confidential” by
 5 one Party to another Party or Parties. When the litigation has been terminated, a Receiving Party
 6 must comply with the provisions of section 13 below (FINAL DISPOSITION).

7 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 8 secure manner that ensures that access is limited to the persons authorized under this Order.

9 7.2 Disclosure of Protected Material. Unless otherwise ordered by the Court or permitted
 10 in writing by the Designating Party, a Receiving Party may disclose any Protected Material marked
 11 “Confidential” only to the following persons:

12 (a) the Receiving Party’s Counsel, as well as employees of said Counsel to whom it is
 13 reasonably necessary to disclose the information for this litigation;

14 (b) the officers, directors, and employees¹ of the Receiving Party to whom disclosure is
 15 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
 16 to Be Bound” (attached hereto as Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
 18 reasonably necessary for this litigation and who have signed the Confidentiality Agreement and
 19 provided that: (i) such Expert has agreed to be bound by the provisions of the Stipulated Protective
 20 Order and who have signed Exhibit A; and (ii) such Expert is not a current officer, director, or
 21 employee of a Party, nor anticipated at the time of retention to become an officer, director or
 22 employee of a Party;

23 (d) the court and its personnel, as well as any mediator(s) and their staff;

24 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and

25 ¹ The Parties agree to meet and confer in good faith regarding the disclosure of Protected Material
 26 marked as “Confidential” or “Highly Confidential” to former employees to whom disclosure is
 27 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
 28 to Be Bound” (attached hereto as Exhibit A).

1 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
2 signed Exhibit A;

3 (f) those persons specifically engaged for the limited purpose of making copies of
4 documents or organizing or processing documents, including outside vendors hired to process
5 electronically stored documents;

6 (g) during their depositions, witnesses in the action to whom disclosure is reasonably
7 necessary and who have signed Exhibit A, unless otherwise agreed by the Designating Party or
8 ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal
9 Protected Material must be separately bound by the court reporter and may not be disclosed to anyone
10 except as permitted under this Stipulated Protective Order;

11 (h) the author or recipient of a document containing the information or a custodian or
12 other person who otherwise possessed or knew the information; and

13 (i) any person agreed upon in writing by the Designating Party or by order of the Court.

14 Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any Protected Material marked “Highly Confidential” only to the
16 following persons:

17 All persons authorized by this Section, except those designated in sub-section (b) or
18 sub-section (g).

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
20 LITIGATION

21 If a Party is served with a subpoena or a court order (collectively, “Demand”) issued in other
22 litigation that compels disclosure of any Protected Material, that Party must:

23 (a) promptly notify in writing the Designating Party of such Demand within fourteen (14)
24 days of receipt. Such notification shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
26 other litigation that some or all of the material covered by the subpoena or order is subject to this
27 Stipulated Protective Order. Such notification shall include a copy of this Stipulated Protective
28 Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any Protected Material before a determination by the court from which the subpoena or order was issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its Protected Material. Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) Information produced by a Non-Party in this action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" shall be treated as Protected Material according to the terms of this Order, and protected by the same remedies and relief. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by

1 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
2 seeking protection in this court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
5 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
6 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
7 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material and to
8 ensure that no further or greater unauthorized disclosure and/or use thereof is made, (c) inform the
9 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d)
10 request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is
11 attached hereto as Exhibit A. Unauthorized or inadvertent disclosure does not change the status of
12 Discovery Material or waive the right to hold the disclosed document or information as Protected
13 Material. Nothing contained herein shall limit the right of the Designating Party to seek relief against
14 the Party responsible for such disclosure.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
16 MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain produced material is
18 subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those
19 set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
20 whatever procedure may be established in an e-discovery order that provides for production without
21 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties
22 reach an agreement on the effect of disclosure of a communication or information covered by the
23 attorney-client privilege or work product protection, the parties may incorporate their agreement in
24 the stipulated protective order submitted to the court.

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
27 its modification by the court in the future.

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12.2 Right to Assert Other Objections. By stipulating to the entry of this Stipulated Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulated Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is denied by the court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

12.4 Challenges to Sealing Orders by Persons Other Than Receiving Party. If a Non-Party or interested member of the public challenges the sealing of particular documents that have been filed under seal, the Designating Party will have the burden of demonstrating the propriety of filing under seal.

13. PERSONS BOUND

This Order shall take effect when entered and shall be binding upon all counsel of record and their law firms, the parties, and persons made subject to this Order by its terms. The terms of this Order shall be binding upon all current and future parties to this litigation and their counsel; any party appearing in the litigation following entry of this Order shall be deemed to have joined the case subject to its provisions.

14. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in Paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material.

1 As used in this subdivision, “all Protected Material” includes all copies, abstracts, and any other
2 format reproducing any of the Protected Material. Whether the Protected Material is returned or
3 destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not
4 the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms
6 that the Receiving Party has not retained any copies, abstracts, or any other format reproducing any of
7 the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy
8 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
9 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
10 and expert work product, even if such materials contain Protected Material. Any such archival copies
11 that contain or constitute Protected Material remain subject to this Stipulated Protective Order as set
12 forth in Paragraph 4 (DURATION).

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 DATED: July 12, 2019

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4
5 By: /s/ Maria Bee

MARIA BEE

6 BARBARA J. PARKER (Bar No. 69722)

bparker@oaklandcityattorney.org

7 MARIA BEE (Bar No. 167716)

mbee@oaklandcityattorney.org

8 ERIN BERNSTEIN (Bar No. 231539)

ebernstein@oaklandcityattorney.org

9 **OAKLAND CITY ATTORNEY**

10 One Frank Ogawa Plaza, 6th Floor

Oakland, California 94612

11 Telephone: (510) 238-3601

12 Facsimile: (510) 238-6500

13
14
15
16 By: /s/ Michael H. Pearson

MICHAEL H. PEARSON

17 CLIFFORD H. PEARSON (Bar No. 108523)

cpearson@pswlaw.com

18 DANIEL L. WARSHAW (Bar No. 185365)

dwarshaw@pswlaw.com

19 MICHAEL H. PEARSON (Bar No. 277857)

mpearson@pswlaw.com

20 MATTHEW A. PEARSON (Bar No. 291484)

mapearson@pswlaw.com

21 **PEARSON, SIMON & WARSHAW, LLP**

22 15165 Ventura Boulevard, Suite 400

23 Sherman Oaks, California 91403

Telephone: (818) 788-8300

24 Facsimile: (818) 788-8104

25 *Attorneys for Plaintiff City of Oakland*

By: /s/ James W. Quinn

JAMES W. QUINN

JAMES W. QUINN (*pro hac vice*)

jquinn@bafirm.com

DAVID BERG (*pro hac vice*)

dberg@bafirm.com

MICHAEL M. FAY (*pro hac vice*)

mfay@bafirm.com

JENNY H. KIM (*pro hac vice*)

jkim@bafirm.com

CHRIS L. SPRENGLE (*pro hac vice*)

csprenle@bafirm.com

BRONWYN M. JAMES (*pro hac vice*)

bjames@bafirm.com

BERG & ANDROPHY

120 West 45th Street, 38th Floor

New York, New York 10036

Telephone: (646) 766-0073

Facsimile: (646) 219-1977

BRUCE L. SIMON (Bar No. 96241)

bsimon@pswlaw.com

BENJAMIN E. SHIFTAN (Bar No. 265767)

bshiftan@pswlaw.com

PEARSON, SIMON & WARSHAW, LLP

44 Montgomery Street, Suite 2450

San Francisco, California 94104

Telephone: (415) 433-9000

Facsimile: (415) 433-9008

DATED: July 12, 2019

By: /s/ Daniel B. Asimow
DANIEL B. ASIMOW

By: /s/ John E. Hall
JOHN E. HALL

KENNETH G. HAUSMAN (Bar No. 57252)
kenneth.hausman@arnoldporter.com
DANIEL B. ASIMOW (Bar No. 165661)
daniel.asimow@arnoldporter.com
DAVID J. REIS (Bar No. 155782)
david.reis@arnoldporter.com
**ARNOLD & PORTER KAYE SCHOLER
LLP**
Three Embarcadero Center, 10th Floor
San Francisco, California 94111
Telephone: (415) 471-3100
Facsimile: (415) 471-3400

JOHN E. HALL (Bar No. 118877)
jhall@cov.com
GREGG H. LEVY (*pro hac vice*)
glevy@cov.com
DEREK LUDWIN (*pro hac vice*)
dludwin@cov.com
BENJAMIN J. RAZI (*pro hac vice*)
brazi@cov.com
COVINGTON & BURLING LLP
One City Center
850 Tenth Street, NW
Washington, DC 20001
Telephone: (202) 662-6000
Facsimile: (202) 662-6291

WILLIAM J. BAER (*pro hac vice*)
bill.baer@arnoldporter.com
JONATHAN I. GLEKLEN (*pro hac vice*)
jonathan.gleklen@arnoldporter.com
**ARNOLD & PORTER KAYE SCHOLER
LLP**
601 Massachusetts Avenue, NW
Washington, D.C. 20001
Telephone: (202) 942-5000
Facsimile: (202) 942-5999

*Attorneys for Defendants THE NATIONAL
FOOTBALL LEAGUE and all NFL Clubs other
than The Oakland Raiders*

*Attorneys for Defendant THE OAKLAND
RAIDERS, a California limited partnership*

ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)

Pursuant to Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this document
has been obtained from each of the signatories hereto.

By: /s/ Michael H. Pearson
MICHAEL H. PEARSON

Attorney for Plaintiff City of Oakland

1 PURSUANT TO STIPULATION, **IT IS SO ORDERED.**

2

3 DATED: _____

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MAGISTRATE JUDGE JOSEPH C. SPERO
UNITED STATES DISTRICT COURT

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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

_____ [print or type full address],

declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California in the case of *City of Oakland v. The Oakland Raiders, et al.*, 3:18-cv-07444-JCS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of

_____ [print or type full address and telephone number]

as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

City and State where sworn and signed: _____

Date: _____

Printed name: _____

Signature: _____